

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

**MONICA LOPEZ, KIMBERLY MARTIN,
Individually, and as next friend of
RAY PRICE, AND REGINA CHARLESTON,
Minor children,**

Plaintiffs,

v.

Case No. 1:17-cv-00895

**ALLSTATE PROPERTY AND CASUALTY
INSURANCE COMPANY, AND SHELLY SLUGA,**

Defendants.

NOTICE OF REMOVAL

COMES NOW, Defendant Allstate Property and Casualty Insurance Company and Shelly Sluga, by and through their undersigned attorneys, Chapman and Priest, P.C. (Stephen M. Simone and Jessica C. Singer) for Allstate in the defense of the claim for bad faith, Claim for Violations of the Unfair Claims Practices Act and Insurance Code and Stiff, Keith & Garcia, LLC, by Ann L. Keith, in the defense of the under-insured motorist claim, hereby files this Notice of Removal and in support thereof, state as follows:

1. Plaintiffs commenced this lawsuit against Allstate by filing their Complaint in the Second Judicial District, Count of Bernalillo, State of New Mexico, cause No. D-202-CV-2017-05211.

2. Plaintiffs' lawsuit is a civil action which alleges, inter alia, that Allstate committed bad faith and violated the New Mexico Insurance Code and the Unfair Practices Act, all arising out of an underinsured motorist claim, which in and of itself, arose out of an automobile accident which occurred on July 15, 2014, in Albuquerque, New

Mexico. Plaintiffs seeks compensation for their injuries allegedly due to the underinsured motorist, but also seeks punitive damages, interest, attorney's fees and costs arising out of the claims handling by Defendant Allstate.

3. A true and correct copy of all process, pleadings and orders served upon Allstate relating to this matter are attached hereto as Exhibit A as provided by § 28 U.S.C. 1446(a).

4. On or about August 9, 2017, Plaintiffs served Allstate with a copy of the Summons and Complaint, through the CT Corporation. A copy of the letter from the CT Corporation to Allstate is attached as part of Exhibit A. Aside from the material in Exhibit A, Allstate is not aware of any other process, pleadings or orders served upon Allstate in this matter.

5. Allstate files this Notice of Removal within thirty (30) days of Allstate's receipt of Plaintiffs Complaint and it is therefore timely under 28 U.S.C. § 1446(b).

6. Venue of this removal is proper under 28 U.S.C. § 1446(a) because this Court is the United State District Court for the District of New Mexico embracing the place where the state court action is pending.

7. This is a civil action that falls under this Court's original jurisdiction 28 U.S.C. § 1332 (diversity of citizenship) and may be removed to this Court based on diversity of citizenship under 28 U.S.C. § 1441 and 1446.

8. At the time the Complaint was filed on July 17, 2017, Plaintiffs resided and continue to reside in Bernalillo County, State of New Mexico. Plaintiffs, thus, are and continue to be, citizens of the State of New Mexico.

9. At the time the Complaint was filed on July 17, 2017, and served on Defendant Allstate on August 9, 2017, Defendant Allstate was and continues to be a corporation organized and existing under the laws of the State of the Illinois. Allstate's principal place of business was and continues to be Northbrook, State of Illinois. A corporation is a citizen of the state where it is incorporated and "where it has its principal place of business." 28 U.S.C. § 1332(c)(1). Allstate, thus, was and continues to be a citizen of the State of Illinois. Defendant Sluga was and continues to be a resident of the state of Utah.

10. Based on the foregoing, there is diversity of citizenship between Plaintiffs and Defendants based on 28 U.S.C. § 1332(a).

11. A District Court has original diversity jurisdiction where "the matter in controversy exceeds the sum or value of \$75,000 exclusive of interest and costs" 28 U.S.C. § 1332(a).

12. The Plaintiffs Complaint alleges damages but does not allege a specific amount of damages. Where a complaint does not contain dispositive allegations of the amount in controversy, a defendant may determine the jurisdictional amount by the allegations in the underlying complaint. *Id.* at 955; *see also Laughlin v. Kmart Corp.*, 50 F.3d 871, 873 (10th Cir. 1995).

13. A calculation of the amount in controversy includes both compensatory and punitive damages. *Watson v. Blakinship*, 20 F.3d 383, 386 (10th Cir. 1994). (*citing Bell v. Preferred Life Assur. Soc'y*, 320 U.S. 238, 240 (1943)). This calculation may include a reasonable estimate of attorney's fees, as long as the statute permits recovery of such. *Miera v. Dairyland Ins. Co.* 143 F.3d 1337, 1340 (10th Cir. 1998) (*citing Missouri State*

Life Ins. Co. v. Jones, 290 U.S. 199, 202 (1933) see also 14AA Charles Alan Wright, Arthur R. Miller & Edward H. Copper, *Federal Practice and Procedure* § 3712 (3d ed. 2009). The calculation also includes treble damage claims. See *Dairyland*, 143. F.3d at 1340.

14. Plaintiffs has expressed in their Complaint that they are entitled to compensatory and punitive damages and interest and costs, in addition to attorney's fees, pursuant to the Unfair Practices Act and the Insurance Code.

15. Based on the foregoing, the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, pursuant to 28 U.S.C. § 1332(a), and, accordingly, meets this Court's jurisdictional requirement.

CONCLUSION

16. This state court action may be removed to this Court by Defendants in accordance with the provisions of 28 U.S.C. § 1441(a) and (b) because (1) this action is a civil action pending within the jurisdiction of the United States District Court for the District of New Mexico; (2) this action is between the citizens of different states; and (3) the amount in controversy exceeds \$75,000, exclusive of interest and costs.

17. Pursuant to 28 U.S.C. § 1441(d), written notice of the removal of this action has been given to Plaintiffs' counsel, and a Notice of Filing for Removal has been filed with the Second Judicial District Court, attached hereto as Exhibit B.

WHEREFORE, Defendant Allstate gives notice that this case is removed from the

Second Judicial District Court, County of Bernalillo, State of New Mexico, to the United States District Court for the District of New Mexico.

Respectfully submitted,

CHAPMAN AND PRIEST, P.C.

/s/Stephen M. Simone

Stephen M. Simone

Jessica C. Singer

P.O. Box 92438

Albuquerque, NM 87199

505-242-6000

stephensimone@cclawnm.com

jessica@cclawnm.com

Attorneys for Defendants

And

STIFF, KEITH & GARCIA, LLC

/s/Ann L. Keith

Ann L. Keith

400 Gold Avenue SW, Suite 1300 West

Albuquerque, NM 87102

505-243-5755

akeith@stiffllaw.com

Attorney for Defendants as to the under-insured motorist claim

I **HEREBY CERTIFY** that on the 20th day of August, 2017, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Thell Thomas
Law Offices of Thell Thomas, LLC
509 Roma NW
Albuquerque, NM 87102
505-242-2109
tthomasjd@gmail.com
Attorney for Plaintiffs

/s/Stephen M. Simone

Stephen M. Simone



**Service of Process
Transmittal**

08/09/2017

CT Log Number 531726354

TO: Shelby Fields
Allstate Insurance Company
MCO Office, 3600 NW 138th St., Ste. 200
Oklahoma City, OK 73134

RE: Process Served in New Mexico

FOR: Allstate Property and Casualty Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Monica Lopez, et al., Pltfs. vs. Allstate Property and Casualty Insurance Company and Shelly Sluga, Dfts.

DOCUMENT(S) SERVED: Letter, Certification, Complaint, Summons, Return

COURT/AGENCY: Bernalillo County - Second Judicial District Court, NM
Case # D202CV201705211

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Espanola, NM

DATE AND HOUR OF SERVICE: By Certified Mail on 08/09/2017 postmarked: "Not Post Marked"

JURISDICTION SERVED : New Mexico

APPEARANCE OR ANSWER DUE: Within 30 days after the date of service

ATTORNEY(S) / SENDER(S): Thell Thomas
509 Roma NW
Albuquerque, MN 87102
505-242-2109

ACTION ITEMS: CT has retained the current log, Retain Date: 08/09/2017, Expected Purge Date: 08/14/2017

Image SOP

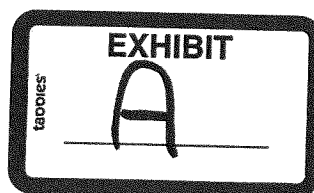
Email Notification, Shelby Fields shelby.fields@allstate.com

Email Notification, Drew Schowengerdt drew.schowengerdt@allstate.com

SIGNED: C T Corporation System
ADDRESS: 206 S Coronado Ave
Espanola, NM 87532-2792
TELEPHONE: 214-932-3601

Page 1 of 1 / HN

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



STATE OF NEW MEXICO
OFFICE OF SUPERINTENDENT OF INSURANCE

Mailing Address: P.O. Box 1689, Santa Fe, NM 87504-1689

Physical Address: 1120 Paseo de Peralta, Room 428, Santa Fe, NM 87501

Main Phone: (505) 827-4601; Main Fax (505) 827-4734; Toll Free: 1-855-4-ASK-OSI

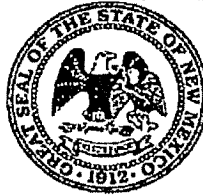
www.osi.state.nm.us

**SUPERINTENDENT OF
INSURANCE**

John G. Franchini – (505) 827-4299

DEPUTY SUPERINTENDENT

Robert Doucette – (505) 827-4439



Service of Process

Room 432

(505) 827-4241

August 7, 2017

Allstate Property and Casualty Insurance Co.
C/O CT Corp. System
206 S. Coronado Avenue
Española, NM 87532

**RE: MONICA LOPEZ, KIMBERKY MARTIN, INDIVIDUALLY AND AS NEXT
FRIEND OF RAY PRICE, AND REGINA CHARLESTON, MINOR CHILDREN
V. ALLSTATE PROPERTY AND CASUALTY INSURANCE CO.
D-202-CV-2017-05211**

Dear Mr. President:

In accordance with the provisions of NMSA 1978, Sections 59A-5-31 & 59A-32, enclosed is a copy of a Summons, Complaint, and Arbitration Certificate on the above styled cause. Service was accepted on your behalf on 8/7/2017.

Respectfully,

John G. Franchini, Superintendent

CERTIFIED MAIL 7010 0290 0002 3836 1917

SUMMONS

**STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT**

Court Address: 400 Lomas NW Albuquerque, NM 87102 (505) 841-7451	Case No.: D-202-CV-2017-05211 Assigned Judge: Honorable Beatrice J. Brickhouse
MONICA LOPEZ, KIMBERLY MARTIN, individually and as next friend of RAY PRICE, and REGINA CHARLESTON, minor children, <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, and SHELLY SLUGA, <p style="text-align: center;">Defendants.</p>	Defendant: Allstate Property and Casualty Insurance Company c/o Office of the Superintendent of Insurance PO Box 1689 Santa Fe, NM 87504-1689

TO THE ABOVE NAMED DEFENDANT(S): TAKE NOTICE THAT

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA). The Court address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org, 1-800-876-6657, or 1-505-797-6066.

Date at _____, New Mexico this _____ day of 7/20/2017, 20____.



JAMES A. NOEL
CLERK OF THE DISTRICT COURT

By: 
Cathy Chavez, Deputy

/s/ Thell Thomas _____
 Thell Thomas
 Attorney for Plaintiff
 509 Roma NW
 Albuquerque, NM 87102
 (505) 242-2109
 (505) 243-9882, fax
tthomasjd@gmail.com

**THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULE OF
CIVIL PROCEDURE FOR DISTRICT COURTS**

RETURN

STATE OF NEW MEXICO

) ss.

COUNTY OF BERNALILLO

I, being duly sworn, on oath, say that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served the within Summons in said County on the _____ day of _____, 2017, by delivering a copy thereof, with a copy of Complaint for Damages, attached, in the following manner:

☐ to Defendant _____ (used when Defendant receives copy of Summons or refuses to receive Summons)

☐ to Defendant by Certified Mail as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).

☐ to _____, a person over fifteen (15) years of age and residing at the usual place of abode of Defendant _____, who at the time of such service was absent therefrom, and by mailing by first class mail to the Defendant at _____ a copy of the summons and complaint.

☐ to _____, the person apparently in charge at the actual place of business of employment of the defendant and by mailing by first class mail to the defendant at _____ (insert Defendant's business address) and by mailing the summons and complaint by first class mail to the Defendant at _____ (insert Defendant's last known mailing address).

☐ to _____, an agent authorized to receive service of process for Defendant _____.

☐ to _____ (parent) (guardian) (custodian) (conservator) (guardian ad litem) of Defendant _____ (used when Defendant is a minor or an incompetent person)

☐ to _____ (name of person), _____ (title of person authorized to receive service) (used when Defendant is corporation or association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision)

Fees: _____

Signature of Person Making Service

Title (if any)

Subscribed and sworn to
before me this _____ day of
_____, 2017.

Judge, Notary or other Officer
Authorized to Administer Oaths

Official Title

*If Service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

**SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO**

NO. D-202-CV-2017-05211

**MONICA LOPEZ, KIMBERLY MARTIN, individually and as next friend of
RAY PRICE, AND REGINA CHARLESTON minor children,**

Plaintiffs,

vs.

**ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, AND
SHELLY SLUGA,**

Defendants.

**COMPLAINT FOR PERSONAL INJURIES, BAD FAITH INSURANCE
CLAIMS HANDLING AND STATUTORY VIOLATIONS**

**MONICA LOPEZ, KIMBERLY MARTIN, individually and as next friend
of RAY PRICE, AND REGINA CHARLESTON minor children, Plaintiffs herein, by
their lawyer Thell Thomas, for cause of action would respectfully show the Court and
Jury the following:**

I.

PARTIES

1. Plaintiffs are resident citizens of Bernalillo County, New Mexico.
2. Defendant ALLSTATE is a foreign insurance company, a non-resident of the State of New Mexico, and is duly authorized to conduct business in New Mexico.
3. Defendant Shelly Sluga, is a resident of Utah, and works as an adjuster for ALLSTATE, she handles New Mexico claims.
4. Each individual Plaintiff claims less than \$75,000.00 in damages.

5. Venue and jurisdiction are proper because the negligent conduct underlying this cause of action arose in Bernalillo County, New Mexico, and the Lopez family purchased the insurance in question in New Mexico.

II.

FACTS AND NATURE OF THE SUIT

6. On or around July 15, 2014 Ana Chrisjohn drove negligently/recklessly when she crashed into Plaintiffs' vehicle.
7. Because Ana Chrisjohn acted with a disregard for the safety of others on the roadway, she should be punished for her reckless conduct. She is subject to punitive damages.
8. As a direct and proximate result of Ms. Chrisjohn's negligence/recklessness, Plaintiffs' vehicle was destroyed.
9. At the time of this crash Plaintiffs were insured by ALLSTATE Insurance with underinsured motorist insurance coverage. The negligent driver did not have enough insurance coverage to make Plaintiffs whole from their ongoing losses.
10. Under the terms of the policies and under applicable law, ALLSTATE is liable to the Plaintiffs for all damages Plaintiffs could have recovered from the underinsured driver, had the driver had sufficient insurance to cover Plaintiffs' ongoing damages. The terms of the ALLSTATE insurance policies issued to the Plaintiffs are hereby incorporated by reference, as if fully set forth herein.
11. In light of the Plaintiffs' serious, permanent injuries, and consequent medical bills, incurred expenses, and their right to collect damages against the tortfeasor driver, through their lawyer, requested that ALLSTATE pay to Plaintiffs

underinsured motorist insurance coverage in order to compensate them for their uncompensated injuries and damages.

12. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price provided information to support their claims for damages, and assisted in ALLSTATE's investigation of the claim. In response ALLSTATE selfishly delayed the processing of the claim.
13. Although the liability of the underinsured driver has been clearly established, and Plaintiff's injuries are serious ALLSTATE has refused to pay anything fair for the claim. ALLSTATE is unreasonable, ALLSTATE has refused to fairly evaluate the claim. ALLSTATE's refusal to pay the claim is in bad faith with the intent to force Monica Lopez, Kim Martin, Regina Charleston, and Ray Price to discount the reasonable value of their claim thereby taking advantage of Plaintiffs' lack of financial resources to fight ALLSTATE, a huge national corporation.

**ALLSTATE CORPORATION ADJUSTER SLUGA'S INTENTIONAL
BAD ACTIONS**

14. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price re-alleges the allegations set forth above as though fully set forth herein.
15. Defendant Sluga intentionally failed to fairly evaluate Plaintiffs' underinsured motorist claim. Defendant Sluga dishonestly handles the claim to ALLSTATE's advantage. Defendant Sluga intentionally favored ALLSTATE's interests above Plaintiffs' interests.
16. Defendant Sluga intentionally failed to negotiate a settlement of Plaintiffs' claims to Plaintiffs' ongoing damage. Adding insult to injury, Sluga initially offered her insureds next to nothing for their losses.

17. Under the terms of the policies and under applicable law, Defendants ALLSTATE and Sluga are liable to Monica Lopez, Kim Martin, Regina Charleston, and Ray Price for all damages not covered by the underinsured tortfeasors insurance policy.

WHEREFORE, Monica Lopez, Kim Martin, Regina Charleston, and Ray Price pray for judgment against ALLSTATE , and Sluga in an amount to be proven at trial which is reasonable to compensate them for their injuries and losses, the costs of this action, pre- and post-judgment interest, punitive damages and any other relief which this Court may deem just and proper.

COUNT II
BAD FAITH BREACH OF INSURANCE CONTRACT

18. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price re-alleges the allegations set forth above as though fully set forth herein.
19. Implied in the insurance policies issued by ALLSTATE to Monica Lopez, Kim Martin, Regina Charleston, and Ray Price is the duty on the part of ALLSTATE to deal fairly with, its insured.
20. Further, under New Mexico law, ALLSTATE has the duty to act honestly, promptly, in good faith, and in a non-discriminatory manner in the performance of the insurance contract. ALLSTATE further has an obligation to give equal consideration to its own interests and the interests of its insureds and policyholders.
21. As described herein, ALLSTATE through Sluga has breached these duties and has thereby acted in bad faith.

22. Specifically, ALLSTATE has failed to offer to pay a reasonable sum to settle Monica Lopez, Kim Martin, Regina Charleston, and Ray Price underinsured motorist claim despite their serious injuries, the large amount of special damages, and the fact that the clear liability of the uninsured driver has been established for some time.

23. Sluga and ALLSTATE's actions are intentional, malicious, and willful and wanton, thereby justifying an award of punitive and exemplary damages.

WHEREFORE, Plaintiffs respectfully pray for judgment against ALLSTATE, and Sluga in an amount to be proven at trial which is reasonable to compensate Monica Lopez, Kim Martin, Regina Charleston, and Ray Price for their injuries, losses and damages and those same damages which will be sustained in the future, and to punish ALLSTATE and Sluga, for their willful, intentional, misconduct resulting in delay of payment of damages, and forcing litigation upon her, and for such other relief that this Court deems just and proper, awarding Monica Lopez, Kim Martin, Regina Charleston, and Ray Price compensatory and punitive and exemplary damages in an amount to be proven at trial.

COUNT III
VIOLATIONS OF NEW MEXICO INSURANCE CODE

27. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price re-allege the allegations set forth above as though fully set forth herein.

28. The actions of ALLSTATE as described herein constitute violations of the New Mexico Insurance Code, NMSA § 59A-16-20 (the "Act").

29. Specifically, ALLSTATE committed the following acts, which are defined by the Act as prohibited practices:

- A. misrepresenting to insureds pertinent facts or policy provisions relating to coverages at issue;
 - B. not attempting in good faith to effectuate prompt, fair and equitable settlements of an insured's claims in which liability has become reasonably clear;
 - C. compelling insureds to institute litigation to recover amounts due under policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds when such insureds have made claims for amounts reasonably similar to amounts ultimately recovered; and
 - D. failing to promptly provide an insured a reasonable explanation of the basis relied on in the policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.
30. As a direct and proximate cause of ALLSTATE's violations of the act, Monica Lopez, Kim Martin, Regina Charleston, and Ray Price suffer damages in an amount to be proven at trial.
31. ALLSTATE's violations of the Act are wanton, malicious, and done with intentional disregard of Monica Lopez, Kim Martin, Regina Charleston, and Ray Price's interests and rights, and of ALLSTATE's duties and obligations under New Mexico law, thereby making ALLSTATE, and Sluga liable to Monica Lopez, Kim Martin, Regina Charleston, and Ray Price liable for exemplary and punitive damages.
32. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price are entitled to recover reasonable attorneys' fees for ALLSTATE's knowing and intentional

violations of the Act. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price's lawyer reasonably charges \$290.00 per hour.

WHEREFORE, Monica Lopez, Kim Martin, Regina Charleston, and Ray Price respectfully pray for judgment awarding compensatory damages against ALLSTATE in an amount to be proven at trial which is reasonable to compensate her for her injuries, losses and damages to be sustained in the future; awarding exemplary damages sufficient to punish ALLSTATE, for its willful, intentional, misconduct resulting in delay of payment of the claim and forcing litigation upon Monica Lopez, Kim Martin, Regina Charleston, and Ray Price; for reasonable lawyer's fees; and for such other relief that this Court deems just and proper.

COUNT IV
VIOLATIONS OF NEW MEXICO UNFAIR PRACTICES ACT

33. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price re-allege the allegations set forth above as though fully set forth herein.
34. ALLSTATE's actions as described herein constitute violations of the New Mexico Unfair Practices Act, NMSA § 57-12-1 et seq. (the "UPA").
35. Specifically, ALLSTATE, through its employees and agents such as Sluga knowingly made false or misleading representations in connection with the sale of its insurance services in the regular course of its commerce which tended to or did deceive and mislead Monica Lopez, Kim Martin, Regina Charleston, and Ray Price, including the failure to deliver the quality of insurance services contracted for.

36. In addition, ALLSTATE's actions constitute "unconscionable trade practices" as defined in the UPA in that the insurance services provided to Monica Lopez, Kim Martin, Regina Charleston, and Ray Price resulted in a gross disparity between the value received by her and the price paid for the insurance.
37. ALLSTATE's violations of the UPA were wanton, malicious, and done with intentional disregard of Monica Lopez, Kim Martin, Regina Charleston, and Ray Price's interests and rights, and of ALLSTATE's duties and obligations under New Mexico law, thereby making ALLSTATE liable to Monica Lopez, Kim Martin, Regina Charleston, and Ray Price for exemplary and punitive damages.
38. Monica Lopez, Kim Martin, Regina Charleston, and Ray Price are entitled to recover reasonable attorney's fees under the UPA for said violations by ALLSTATE which were knowing and intentional.

WHEREFORE, Monica Lopez, Kim Martin, Regina Charleston, and Ray Price respectfully pray for judgment against ALLSTATE for compensatory damages to be proven at trial which are reasonable to compensate Monica Lopez, Kim Martin, Regina Charleston, and Ray Price for their injuries, losses and damages; for exemplary damages in a just amount to punish ALLSTATE for its willful, intentional, misconduct; for reasonable lawyer's fees; treble damages and for such other relief that this Court deems just and proper.

Respectfully submitted,

LAW OFFICES OF THELL THOMAS, LLC

/s/ *Thell Thomas*

Thell Thomas
509 Roma NW
Albuquerque, NM 87102
(505) 242-2109
(505) 243-9882, fax

**SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO**

NO. D-202-CV-2017-05211

**MONICA LOPEZ, KIMBERLY MARTIN, individually and as next friend of
RAY PRICE, AND REGINA CHARLESTON minor children,**

Plaintiffs,

vs.

**ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, AND SHELLY
SLUGA,**

Defendants.

COURT-ANNEXED ARBITRATION CERTIFICATION

Plaintiffs, through their lawyer, Thell Thomas, pursuant to Rule LR2-603 II(B) NMRA 2004, certifies that these parties seek only a monetary judgment and the amount exceeds twenty-five thousand dollars (\$25,000.00), exclusive of punitive damages, interest, costs and attorney fees.

Submitted by:

/s/ Thell Thomas
Thell Thomas
Attorney for Plaintiff
Law Offices of Thell Thomas, LLC
509 Roma NW
Albuquerque, NM 87102
(505) 242-2109
tthomasjd@gmail.com

I hereby certify that a copy of this certificate will be served to opposing counsel or parties concurrently with the Summons and Complaint.

/s/ Thell Thomas
Thell Thomas

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MONICA LOPEZ, KIMBERLY MARTIN, Individually and as parent and next friend of RAY PRICE, AND REGINA CHARLESTON, Minor children

DEFENDANTS

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY AND SHELLY SLUGA

(b) County of Residence of First Listed Plaintiff **BERNALILLO**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Northbrook**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Thell Thomas - Law Offices of Thell Thomas, LLC
509 Roma NW
Albuquerque, NM 87102 (505) 242-2109

Attorneys (If Known)
Stephen M. Simone and Jessica C. Singer - Chapman and Priest, PC
P.O. Box 92438
Albuquerque, NM 87009 (505) 242-6000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1446(a) 28 U.S.C. § 1441 and 1446

Brief description of cause:
Diversity of Citizenship

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

MONICA LOPEZ, KIMBERLY MARTIN, Individually and as next friend of
RAY PRICE, AND REGINA CHARLESTON, minor children,

Plaintiffs,

v.

No. D-202-CV-2017-05211

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, AND
SHELLY SLUGA,

Defendants.


NOTICE OF FILING OF REMOVAL

PLEASE TAKE NOTICE that Allstate Property and Casualty Insurance Company and Shelly Sluga, by and through its attorneys Chapman and Priest, P.C. (Stephen M. Simone and Jessica C. Singer), has filed a Notice of Removal in the United States District Court for the District of New Mexico. A true and correct copy of the Notice of Removal, attached to this Notice as Exhibit "1" was emailed to:

Thell Thomas
Law Offices of Thell Thomas, LLC
509 Roma NW
Albuquerque, NM 87102
505-242-2109
tthomasjd@gmail.com
Attorney for Plaintiffs

Respectfully submitted,

CHAPMAN AND PRIEST, P.C.


Stephen M. Simone
Jessica C. Singer
P.O. Box 92438
Albuquerque, NM 87199
Tel: (505) 242-6000
stephensimone@cclawnm.com
jessica@cclawnm.com
Attorneys for Defendants



I HEREBY CERTIFY THAT on this 30th day of August 2017, I filed the foregoing electronically through the Odyssey File and Serve system, which caused the following counsel of record to be served by electronic means, as more fully reflected on the Notice of Electronic Filing, and that a copy was sent via e-mail to the following:

Thell Thomas
Law Offices of Thell Thomas, LLC
509 Roma NW
Albuquerque, NM 87102
505-242-2109
tthomasjd@gmail.com
Attorney for Plaintiffs

Stephen M. Simone
Stephen M. Simone